



ACADEMIC PROGRAM SERVICES AGREEMENT

This Academic Program Services Agreement (“Agreement”) is made this 6th day of April, 2018 (“Effective Date”), by and between the Rector and Visitors of the University of Virginia, for its Curry School of Education, a Virginia educational institution with offices at 417 Emmet Street South, Room 306 – P.O. Box 400268, Charlottesville, VA 22904-4260 (the “University”) and Fairfax County Public Schools, having a business address of 3877 Fairfax Ridge Road, Fairfax, VA 22030 (the “Contractor”).

WHEREAS, the University provides educational programs specially designed for students and scholars; and

WHEREAS, the Contractor desires to contract with the University for the provision of a customized educational program;

NOW, THEREFORE, for and in consideration of the foregoing and the mutual promises contained herein, the parties agree as follows:

I. UNIVERSITY RESPONSIBILITIES

- A. The University shall provide the educational program as set forth in Exhibit A (“Program”) attached hereto and incorporated herein by reference.
- B. The University shall provide the Contractor with the name and contact information of the individual who will serve as its Program coordinator.
- C. The University is responsible for the delivery of the Program on the dates listed in Exhibit A and will promptly notify the Contractor of any modifications in Program content or dates.

II. CONTRACTOR RESPONSIBILITIES

- A. The Contractor shall provide the University with the name and contact information of the individual who will serve as its primary point of contact for Program purposes.
- B. As soon as practicable, but not later than the date of the first Program class meeting, the Contractor shall provide the University with a list of Program registrants, including name, affiliation and title.
- C. The Contractor and/or Program registrants shall bear the cost of travel and transportation and any personal expenses incurred by the Program registrants.
- D. The Contractor’s staff will, upon request, assist the University in the evaluation of the Program.

III. PROGRAM FEES AND EXPENSES

- A. The minimum fee for the Program is \$65,000.00 (USD) per academic year which covers up to 20 registrants. Additional participants may be added at a cost of \$3,250.00 per student. The Program fee does not include the cost of textbooks. The actual Program fee will be determined upon the receipt of the annual Program registrant list required by Section II (B) above.
- B. Contractor shall pay the annual Program fee in its entirety no later than thirty (30) days from the completion of each year's scheduled courses. No cash payments are permitted by the University.
- C. In addition, Contractor shall reimburse University for all reasonable out-of-pocket expenses incurred by University in connection with the performance of Services hereunder provided such expenses are approved in advance by Contractor, and provided University supplies Contractor with receipts or other reasonable documentary evidence of such expenses. University shall invoice Contractor for any such expenses, and Contractor shall pay University within thirty (30) days of the receipt of such invoice.
- D. All payments hereunder shall be made by electronic funds transfer or by check payable to the "University of Virginia" (Tax ID# 54-6001796) and mailed to:

Chris Peper
Director of Budget and Financial Operations
Curry School of Education
University of Virginia
PO Box 400268
Charlottesville, VA 22904

- E. In the event of a conflict between the terms of this Agreement and the terms of any purchase order issued by the Contractor, the terms of this Agreement shall prevail.

IV. TERM AND TERMINATION

This Agreement shall become effective as of the Effective Date and shall remain in full force until the completion of the Program and the payment by Contractor of all fees required hereunder. Notwithstanding the foregoing, the provisions of Articles VI and VII herein shall survive the termination or expiration of this Agreement. Either party may terminate this Agreement for any reason by providing the other party with at least thirty (30) days' advance written notice, provided that, in the event of termination by Contractor, Contractor shall be obligated to reimburse University for any actual expenses incurred through and including until the effective date of termination, provided that University shall use all reasonable efforts to minimize such expenses.

V. UNIVERSITY OF VIRGINIA HONOR CODE

University students are subject to all provisions of the University of Virginia Honor and Judiciary Codes. The University of Virginia reserves the right to enforce disciplinary action, including suspension or expulsion, for violations as outlined in the Honor Bylaws or the Judiciary Standards of Conduct (available at <http://www.virginia.edu>). Disciplinary actions are subject to the confidentiality provisions outlined in the bylaws or procedures of each code, which precludes the University from informing employers about honor or judiciary cases involving their employees.

VI. LIABILITY AND INSURANCE

- A. The University shall be responsible for the payment of claims for loss, personal injury, death, property damage, or otherwise arising out of any act or omission of its employees or agents in connection with the performance of

the services hereunder for which it may be held liable under applicable law. Nothing contained herein shall be deemed an express or implied waiver of the sovereign immunity of the University or the Commonwealth of Virginia. The University, as an authorized agency of the Commonwealth of Virginia, participates in the Commonwealth's self-insured program, as provided in the Code of Virginia, which provides general liability coverage to its institutions, employees, and agents for acts or omissions arising out of and in the course of their employment and authorization. The University is without legal authority to indemnify or save harmless third parties. Claims made against employees or agents of the University are subject to a maximum amount of \$2 million per claim.

- B. The Contractor will be responsible for any negligent act or omission of the Contractor, its employees, agents, or Program participants in the performance of its obligations under this Agreement. The Contractor shall general liability insurance ("General Liability Coverage") or self insurance with a minimum liability limit of not less than one million dollars (\$1,000,000) per occurrence, and with aggregate limits of not less than three million dollars (\$3,000,000); these liability limits may be satisfied with a combination of general liability and excess liability limits, if an umbrella policy is maintained in addition to a commercial general liability policy. The Contractor certifies that it will not terminate or materially reduce its coverage without forty-five (45) days' advance written notice to the University.
- C. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR OTHER DAMAGES RESULTING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, OBLIGATIONS OF EITHER PARTY UNDER THIS AGREEMENT OR TERMINATION OF THIS AGREEMENT FOR ANY REASON, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, EVEN IF SUCH PARTY HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

VII. GENERAL PROVISIONS

- A. Any intellectual property developed by the University in the provision of the services hereunder, including but not limited to course syllabi or original course materials, shall be and remain the property of the University, provided that the Contractor and the Program registrants may retain and use such intellectual property solely for internal, non-commercial purposes.
- B. In the event the University is prevented from fulfilling any obligation under this Agreement by strike, natural disaster, act of God or other occurrence beyond its control, this Agreement may be voided without liability on the part of either party.
- C. Both parties agree not to discriminate on the basis of age, color, disability, national or ethnic origin, political affiliation, race, religion, sex (including pregnancy), sexual orientation, veteran status or family medical or genetic information. Both parties shall abide by these principles in the administration of this Agreement.
- D. Neither party will use the name or trademarks of the other party or its employees in any advertising or publicity material or make any form of representation or statement in relation to the Agreement or the Program which would constitute an express or implied endorsement of any product or service, nor will it authorize others to do so, without first having obtained written permission from the other party.
- E. Any and all actions at law, suits in equity, or judicial proceedings for any and every action pursuant to this Agreement or the services provided hereunder must be instituted and maintained in a court of competent jurisdiction in the Commonwealth of Virginia. This Agreement will be governed in all respects by the laws of the Commonwealth of Virginia without regard to its rules respecting conflict of laws.
- F. If any session of the General Assembly fails to appropriate funds for the continuance of this Agreement, this Agreement shall automatically terminate upon depletion of the then currently allocated funds.

G. In the performance of this Agreement, each party shall at all times be acting as independent contractors and not as employees or agents of the other party.

H. The Contractor will not assign this Agreement without the express written consent of the University.

I. This Agreement and any amendments may be executed in counterparts which, taken together, will be deemed to constitute one and the same instrument. Any counterpart signature delivered by facsimile, "pdf" or other electronic format, will be given the same legal effect as an original signature.

J. This Agreement constitutes the entire agreement between the parties. Any prior writings or oral agreements between the parties are superseded by this Agreement. Any modifications of this Agreement must be made in writing and signed by authorized representatives of both parties.

IN WITNESS THEREOF, the parties hereby execute this Agreement by their duly authorized representatives:

FOR THE CONTRACTOR

BY: Michele Pratt DATE 7/1/18
Name: Michele Pratt
Title: Director

Tax ID Number: _____

Telephone: _____

FOR THE RECTOR AND VISITORS OF THE UNIVERSITY OF VIRGINIA

BY: William G. Define DATE 5/1/18
Name: William G. Define
Title: Director of Financial Operations

Approved by:

BY: Justin Thompson DATE 5/1/18
Name: Justin Thompson
Title: Associate Dean for Management and Planning
Curry School of Education

EXHIBIT A

Program Title: Accelerated Certification Cohort, ACC

Program Dates: The course is scheduled to run once per academic year from May 1, 2018 through June 30, 2023.

The parties may, by mutual written agreement, adjust the Program offerings for the next academic year based on the Contractor's budget and educational needs.

Program Description: The University agrees to provide the Contractor the following non-credit courses:

EDNC 7800 - Public School Law in K-12 Education

EDNC 7801 - Leadership and Administrative Issues in K-12 Education

EDNC 7802 - Instructional Issues in K-12 Education

EDNC 7803 - Human Resources Issues in K-12 Education

EDNC 7804 - Financial Issues in K-12 Education

EDNC 7805 - Internship for K-12 Education Leaders

EDNC 7806 - Practicum for K-12 Education Leaders

EDNC 7807 - Special Education Module

The Contractor shall provide adequate classroom space consistent with the course offered and any textbooks, equipment or supplies for teaching and demonstrating purposes needed for the class.

The University shall conduct the course, using approved instructors, shall evaluate each course at its conclusion and shall pay the expenses of the faculty salaries associated with the Program. The University shall register students and provide other academic and support services.